

1 have any problem with it being there.

2 MR. THORNTON: You haven't dealt with the
3 other Associations.

4 COLONEL CLARK: I'm going to read this
5 out.

6 MS. GODWIN: Please read it.

7 COLONEL CLARK: Proposed language for
8 Article 46 to be article of wages: Effective
9 July 1st, 2011 through June 30th, 2012, the
10 current wage rates of employees covered by this
11 agreement will be increased by zero percent.

12 Effective July 1st, 2012 through July
13 30th, 2013, by February 1st, 2012, either party
14 may request to reopen the wage article for
15 negotiations. Negotiations will be conducted in
16 accordance with the impasse ordinance. Here,
17 Debbie.

18 MS. GODWIN: That's okay.

19 COLONEL CLARK: Well, hand it back.
20 Debbie, for the record, the memo that was -- that
21 was given to everyone when this meeting began,
22 it's from Quinton Robinson, re: no wage
23 increase.

24 This is not to be a proposed -- to

1 becoming a part of the contract. It's an
2 informational memo to just be given to every
3 bargaining unit association coming in the door
4 today.

5 The wage article on the table today for
6 agreement is 46, what was read.

7 MS. GODWIN: Okay. And I can tell you on
8 the record that we don't agree with Mr. Quinton
9 Robinson's letter of March 21.

10 MR. THORNTON: And what do you disagree
11 with?

12 MS. GODWIN: Well, what we had proposed
13 was language that stated that if anyone else
14 received a wage increase with the exception of
15 the reinstatement of anyone who had previously
16 received a wage decrease, that this bargaining
17 unit would, likewise, receive the same wage
18 increase.

19 MR. THORNTON: Right.

20 MS. GODWIN: And obviously, you have not
21 put that in the MOU as we proposed. And this
22 letter from Mr. Robinson also incorporates other
23 language that we hadn't proposed.

24 We had proposed an article that said

1 there would be no layoffs or furloughs during the
2 course of this MOU with the exception of
3 essentially a declared fiscal emergency and all
4 other avenues had been exhausted.

5 And I'm assuming that this letter of
6 March 21 is a substitute for both.

7 COLONEL CLARK: We hadn't got to the no
8 layoffs yet. It's coming.

9 MR. THORNTON: Actually, there is no
10 layoffs policy. That should not be in there.
11 That's pulled. Because there is no layoff policy
12 in the contract.

13 That was proposed language. And I think
14 we said per the Mayor or whomever it was.

15 MS. GODWIN: So am I correct in that
16 your -- this is substituting for the me too
17 language which would say if anyone else got a
18 raise, that we get a raise, too, and our proposed
19 no layoff language?

20 MR. THORNTON: Correct.

21 MS. GODWIN: So we're not in agreement.
22 It's our position that, you know, we're agreeing
23 to no raise for this year and extension of the
24 contract essentially because we've been assured

1 that there would be no take backs. And I would
2 consider layoffs, furloughs, any proposed wage
3 decrease as a take back.

4 So it's going to be our position if any
5 of those things are proposed, if we agree to what
6 we've agreed to here today, that any efforts to
7 take back once we walk out of this room will be
8 met with grievances, legal actions, whatever or
9 any other action that we feel is appropriate.

10 MR. THORNTON: Who assured you that there
11 would be not be any cutbacks, layoffs or anything
12 like that?

13 MS. GODWIN: We were told, the Mayor,
14 you, told us that if we would agree not to --

15 MR. THORNTON: For the record --

16 MS. GODWIN: -- negotiate for economic
17 issues, that there would be no take backs.

18 MR. THORNTON: I never said there
19 wouldn't be take backs. That was the Mayor who
20 made that statement. Correct?

21 MS. GODWIN: I'm sorry?

22 MR. THORNTON: That was the Mayor who
23 made that statement. Correct? I don't speak on
24 behalf of the Mayor. Well, I do speak on behalf

1 of the Mayor when it comes to us giving you
2 language. But I think it was the Mayor who made
3 that statement.

4 MS. GODWIN: The Mayor reneged that
5 statement?

6 MR. THORNTON: No. I said it's the Mayor
7 who made that statement.

8 MS. GODWIN: I asked you specifically a
9 number of times whether this meant which if we
10 agreed to this, whether --

11 MR. THORNTON: Agreed to?

12 MS. GODWIN: -- this meant that -- agreed
13 to extend the contract without any wage
14 increases, whether this meant that the Mayor
15 would not come back and ask for take backs.

16 MR. THORNTON: No.

17 MS. GODWIN: We were told --

18 MR. THORNTON: The Mayor got on the news
19 and made the statement about Police and the
20 Fire. That was not me.

21 MS. GODWIN: That was our understanding.
22 If that's not the case, I'm telling you that --
23 we'll continue to agree to what we've agreed to,
24 because this is not part of the MOU.

1 Once we walk out of this room, if there's
2 any attempt to take anything back, it will be met
3 with the appropriate action.

4 MR. THORNTON: So in other words, you're
5 saying so if the City is in financial straits,
6 what are you asking for? We have to come to you
7 first before we have layoffs or --

8 MS. GODWIN: Absolutely. That's what we
9 proposed, and that's what I thought we agreed to
10 at the table.

11 MR. THORNTON: So how do you think the
12 City is going to do it?

13 MS. GODWIN: I have no idea.

14 MR. THORNTON: So -- well, maybe I'm
15 confused then. So are you saying that the City
16 cannot have layoffs or furloughs, wage
17 reductions?

18 MS. GODWIN: I didn't say the City
19 doesn't have a right to do it.

20 MR. THORNTON: Okay. Then maybe explain
21 something. Because maybe I'm getting lost here.
22 Because I hear the threats, but maybe it's going
23 above my head.

24 So are you saying that the City, if based

1 upon economic standards and conditions, the City
2 does not have the right to lay off, furlough?

3 MS. GODWIN: I didn't say that. I said
4 that we agreed to no wage increase --

5 MR. THORNTON: Right.

6 MS. GODWIN: -- and extending the
7 contract, the MOU for two years.

8 MR. THORNTON: Right.

9 MS. GODWIN: On the basis --

10 MR. THORNTON: That the Mayor said --

11 MS. GODWIN: -- that we would get some
12 language changes that we were looking for as well
13 as an assurance that except in the most egregious
14 financial conditions --

15 MR. THORNTON: Okay.

16 MS. GODWIN: -- and with talking to us
17 first, that there would be no take backs.

18 Now, I understand that you are now not
19 agreeing to put that in the MOU.

20 MR. THORNTON: I'm not --

21 MS. GODWIN: And you're saying you have
22 the right to do it.

23 MR. THORNTON: No. I'm not -- I'm not --

24 MS. GODWIN: And I'm saying that if you

1 have the right to do it, we have the right to do
2 what we do back.

3 MR. THORNTON: Yeah. And I'm not
4 disagreeing with you on that. I mean, I think
5 we're saying the same thing. I'm not disagreeing
6 with you on that.

7 I thought you said that the City did not
8 have the right to have furloughs.

9 MS. GODWIN: I never said --

10 MR. THORNTON: Okay. Then --

11 MS. GODWIN: Well, I will say that I do
12 have a question about whether you have the right
13 to furlough somebody without our agreement.
14 Under the MOU language, I don't think you do.

15 I think you may have the right to lay
16 off, but I don't think you have the right to
17 furlough.

18 MR. THORNTON: City attorney's office.
19 I'm not being funny. That's out of my purview.
20 That's city attorney's office.

21 MS. GODWIN: Well, I'm telling you that
22 so that if that is attempt, it may very well be
23 our position that it's a violation of the MOU.

24 MR. THORNTON: Okay.

1 MS. GODWIN: Now, as far as -- you know,
2 I've heard -- let me say this. I've heard that
3 the Mayor has asked for wage cuts of some of the
4 Unions. There was even a rumor that we were
5 agreeing to some percentage of a wage cut.

6 I'll go on record as saying, we are
7 not -- only not agreeing to a wage cut, but when
8 we walk out of here today and sign this, we will
9 not agree to any wage cut. There will be no wage
10 cut for the term of this agreement.

11 MR. THORNTON: Unless the City has a
12 serious financial situation. Right?

13 MS. GODWIN: No. No. That's got nothing
14 to do with it. There will be no wage cut. It
15 says we were agreeing to a zero increase.

16 MR. THORNTON: So in other words, let me
17 get this question. I'm going to ask this
18 question again. So if the City has no money and
19 they -- let's say you want to go to furloughs and
20 they want --

21 MS. GODWIN: You'll have to lay people
22 off.

23 MR. THORNTON: So you prefer to have
24 officers laid off?

1 MS. GODWIN: Excuse me?

2 MR. THORNTON: You prefer to have
3 officers laid off before --

4 MS. GODWIN: Please do not put words in
5 my mouth. I did not say what my preference is.

6 MR. THORNTON: No. I'm asking you a
7 question.

8 MS. GODWIN: I said what you're entitled
9 to do.

10 MR. THORNTON: I'm asking you a question.

11 MS. GODWIN: Well, I'm not here to ask --
12 answer questions.

13 MR. THORNTON: Okay. Then I will make it
14 on the record then.

15 MS. GODWIN: We're here to sign off on
16 what we agreed to.

17 MR. THORNTON: Is it Deborah Godwin's
18 position that the City of Memphis, if they find
19 themselves in such an egregious financial
20 situation, that the City of Memphis cannot lay
21 off officers?

22 MS. GODWIN: Excuse me?

23 MR. THORNTON: Is that what you're
24 saying? I see J.D. is saying no.

1 MS. GODWIN: That they -- what you just
2 said is I've previously said. I didn't say you
3 didn't have the right to lay off. You do have
4 the right to lay off.

5 You do not have the right to cut -- to
6 cut wages.

7 MR. THORNTON: Okay. That's fine.

8 MS. GODWIN: You do not have the right to
9 cut wages. If you come in and try to cut wages
10 after we sign this, you've clearly violated the
11 MOU.

12 MR. THORNTON: Well, then don't sign it
13 then.

14 MS. GODWIN: Excuse me?

15 MR. THORNTON: I mean, really, because
16 I'm not saying we're going to have a wage cut --

17 MS. GODWIN: Are you saying that you're
18 telling us that we're agreeing to zero percent.

19 MR. THORNTON: Right.

20 MS. GODWIN: We're agreeing to extend the
21 contract.

22 MR. THORNTON: Right.

23 MS. GODWIN: And yet, you can come back
24 tomorrow and cut our wages?

1 MR. THORNTON: Again, are you telling
2 me --

3 MS. GODWIN: Well, then, your word is no
4 good.

5 MR. THORNTON: No. Listen, Deborah. So
6 in other words, you're telling me again -- and
7 maybe we're saying the same thing in just
8 different ways.

9 MS. GODWIN: I don't think so.

10 MR. THORNTON: If the City of Memphis
11 finds it necessary to make cuts --

12 MS. GODWIN: Where does it say that in
13 the MOU you have that right?

14 MR. THORNTON: I'm asking a question.
15 You're telling me that the City could not lay off
16 officers?

17 MS. GODWIN: I did not say that.

18 MR. THORNTON: Okay. I'm fine. I'm
19 fine.

20 MS. GODWIN: I did not say that.

21 MR. THORNTON: I'm fine.

22 MS. GODWIN: I said you have the right to
23 lay off, but you did not have right to cut
24 wages. How much plainer can I be?

1 MR. THORNTON: I'm fine with that.

2 MS. GODWIN: Okay. Where are we, Colonel
3 Clark?

4 COLONEL CLARK: Article 46.

5 MS. GODWIN: Are we clear? Do we need a
6 caucus, or is everybody okay?

7 MR. THORNTON: And for the record, also,
8 Debbie, I know J.D. and I discussed this, and you
9 and I may have discussed this.

10 If there are layoffs, it will be by City
11 order. And also, we read a document where if
12 there was a class, let's say there was 125
13 officers and there was a class -- I don't know my
14 numbers -- 82. And 125 was a class that will go
15 by. So it won't be A through Z.

16 MR. SEWELL: Gerald, instead of a drop,
17 we have class ranking. And that's actually
18 seniority.

19 MR. THORNTON: Okay.

20 MR. SEWELL: Class ranking is seniority.

21 MR. THORNTON: Class ranking is
22 seniority?

23 COLONEL CLARK: Yes.

24 MR. THORNTON: That's even better.

1 COLONEL CLARK: As long as the class is
2 completed, yes.

3 MR. THORNTON: Okay. Yes. All right.

4 MR. SEWELL: Now, I don't know if that's
5 true for other divisions.

6 MR. ADAMS: Off the record.

7 (BRIEF BREAK FOR CAUCUS)

8 MS. GODWIN: It was our understanding
9 that we were agreeing to extend the contract, the
10 MOU, for two years with a one-year wage reopener.
11 By extending for one year, it was our
12 understanding that the wages would remain the
13 same. We were taking that that means no
14 increase, no decrease.

15 Now, a few years ago, a few MOUs ago, we
16 got a zero increase, and that was the one we said
17 was in the MOU. So my initial reaction was that
18 that language was fine. However, given your
19 statements, it appears that there may be some
20 intent to decrease wages at some point. And it
21 will absolutely be our position that you cannot
22 do that.

23 Therefore, we are proposing that this be
24 amended to say that the wage rate for the next